VIRGINIA EMPLOYMENT COMMISSION

MEMORANL	<u>DUM 10:</u> DATE <u>8/21/2008</u>	***************************************		
Florida	X North Carolina X Kentucky X Pennsylvania X			
Texas	X South Carolina X West Va. X Maryland X			
Georgia	a X Puerto Rico X Delaware X Other Alabama			
FROM:	Rural Services Manager Virginia Employment Commission P. O. Box 1358 Richmond, Virginia 23211			
SUBJECT:	Request for Extension of Clearance Order No. 113695 .			
Extension is	requested for the1 cop(ies) of the order which is/are attached,			
dated	8/21/2008 for 16 , 405-687-014 Nursery Worker (Occupational Title and Code)			
to be sent to	the offices of your choice.			
COMMENTS: Please indicate below the action taken by your office.				
	(signature)			
* * * * * * * * * * * * * * * * * * * *				
	DATE			
The above request has been reviewed and action taken as indicated below:				
	ACCEPTEDLocation(s) to which extend:			
	REJECTED Reason for Rejection:			
	COMMENTS:			
Number of a	additional copies required.			
	4			
	(signature)			

Agricultural and Food Processing Clearance Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor Employment and Training Administration O.M.B. Approval No. 1205-0134, Expires 08/31/2009

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	O.W.D. Approver No. 1200-010-1, Expec	
Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)	Industry Code Litódigo de Industria	Job Order# / Ho. Orden de Empleo
Guthrie Nursery	Occupational Title and Code /Titulo Ocu	inacional y Códino
1825 Crews Shop Road	405.687-014 Nursery La	
Lynchburg, VA 24504	Clearance Order Issue Date / Fecha de	Tramite:
434-993-0797		8/2/108
		Ilanto
2. Location and Direction to Work Site / Dirección del lugar de trabajo Start out on US-460 E. Continue to follow US-460 E.	Job Order Expiration Date / Fecha de e 6. Anticipated Period of Employment / Pe	
Merge onto US-460 E toward LYNCHBURG. Turn RIGHT onto	T	30/00
DOSS RD. Stay STRAIGHT to go onto CREWS SHOP RD.	From/ Desde: 11/1/08 To / Hasta 04/	
Turn left at 1825 Crews Shop Road.	7. No. of Worker's Requested / No. de 1	Trabajadores Pedidos
	16	
(see attachment / para más detailes vea $\frac{1}{}$		
3. Location and Description of Housing / Dirección y Descripción de la Vivienda	8. Anticipated Hours of Work per Week	* ^ 1
Start out on US-460 E. Continue to follow US-460 E. Merge onto	Anticipadas de Trabajo por Semena	Total: 40 Wednesday / Miercoles 7
US-460 E toward LYNCHBURG. Turn LEFT onto TYREEANNA RD.	Sunday / Domingo 0 Monday / Lunes 7	Wednesday / Miercoles // Thursday / Jueves 7
Turn LEFT onto ROCKWELL RD. Turn RIGHT onto CONCORD TURNPIKE.	Tuesday / Martes 7	Friday / Viernes 7
End at Lake Place Apartments		Saturday / Sabado 5
	9. Collect Calls Accepted/Se Aceptan L	
(see attachment / para más detalles vea	Employer / El Empleador Yes Local Office/Oficina Local Yes	⊠ No □ □ No 図
4. Board Arrangements / Arreglo de Alojamiento		
Housing is provided at no cost to workers who are not reasonable	ly able to return the same	day to their place
of residence. See attachment 1 for expanded explanation		۱ -
	(see a	attachment / para más detalles vea 1)
5. Referral Instructions / Instructiones para el Referimiento de Candidatos All local and intrastate (in state) applicants and interstate (out of state) applicants	are to contact the
order holding office in order to ascertain current employment,	crop or housing information	on and to enable
proper arrangements to be made. See attachment 1 for expanded	explanation.	attachment / para más detalles vea 1)
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must		Machinetti / para mas uctalies vea
Performs any combination of following duties concerned with winte	· ·	prays, weeds, maintains
and waters plants, shrubs, and trees. Digs up shrubs and trees, a		
containerized shrubs and trees, using wheelbarrow. May fold and	_	_
packing horticultural products. Winter pruning of nursery stock.		
	*	
	(see	attachment / para más detalles vea 1
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH n	nust be included inside this box)	
Realiza una combinacion de las siguientes tareas correspondiente		
aplicar spray, deshierbar, mantener y regar las plantas, arbusto		
las raices con red. Mover arbustos y arboles de contenedores ut		
corrugadas para hacer cajas para empacar productos de horticultu	ıra. Poda de invierno del	inventario de plantas del
invernadero.		
	(see	attachment / para más detalles vea 1

11. Wage Rates, Special P	ay Information and Dec	ductions / Tarifa de Pago, Informa				T	
Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES	NO	Pay Period
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, ect.)	Deducciónes Social	SI	 	Periodo de Pago Weekly /
nurserv	\$ 8-85*	\$	N/A	Jouan	X**		Semanal
<u> </u>	\$	\$	N/A	Federal Tax Impuestos Federales	X**	-	x
	\$	\$	N/A	State Tax Impuestos Estatales	X**		Bi-weekly / cada 2 sem.
<u>alapana pinaman ka ka manan da da manan da ka manan ka ma</u>	\$	\$	N/A	Meals (comidas)		х	
	\$	\$	N/A	Other (specify)/ Otro		x	Other / Otro
More Details About the Pay All work provided	in this job orde	er will be compensated b	by the hour at the curr	ent adverse effect w	wage rate	of \$ 8.	.85* or the legal
federal or state m	inimum wage rate	e, whichever is highest.	In the event DOL pro	mulgates a new AEWR	during t	he recru	itment period
		ffect at the time of app					
= :		ling hourly rate higher	than the new AEWR. Se	e attachment, item 1	ll for exp	panded e	explanation.
* or Applicable AF ** Does not apply							_
							nás detalles vea <u>1</u>)
12. Transportation Arrange	ements / Arregios de Tr	ransportación (Please explain) it of the work period, t	he employer will reimb	urse the worker for	costs inc	curred b	y the worker for
		sistence from the place					
employment. Subsi	stence will be i	n accordance with curre	nt rates published in	the Federal Register	for wor	kers wi	th and without
		abursement for transport					
	ilar common carr	tier transportation char	ges for the distance i				r expanded nás detalles vea 1)
explanation. 13 Is if the prevailing prac	tice to use Farm Lahor	Contractors (FLC) to recruit, sup	ervise, transport, house, or pay				
usar Contratistas Agicolas	para reclutar, supervis	sar, transportar, dar vivienda, ó pa	igarle a los trabajadores en este	/estos tipo(s) de cosecha(s)/	sembrado(s)	? Yes/Si	□ No □X If you
have checked yes, what is	the FLC wage for eac	ch activity?/Si contesto "Si," cual e	es el salario que le paga al Conti	ratista Agricola para cada ac	ividad?		
14. Unemployment Insura	nce nrovided / Senuro	nor Desemnien:	***************************************		Yes 🗍	,	No X
15. Workers' compensatio	n insurance provided /	Indemnización por accidente de l	rabajo:		Yes 🛛		No 🗍
16. Are tools provided at r	o charge to the worker	rs? / ¿Se le proveen las herramie	ntas de trabajo a los trabajadore	s sin cargo alguno?	Yes 🔀		No 🗆
17. List any arrangements	which have been mad	le with establishment owners or a do o convenio con los propietarios	gents for the payment of a comm	nission or other benefits for si	ales made to	Workers. (It there are no such
urrangements, enter Non ventas hechas a los traha	e primique todo actiero ladores, (Si no hav nino	oo o convenio con los propietanos gún acuerdo o convenio, indique '	i uci establecimiento o sus repre "Ninguno")	эстанов сон гевресто ат ра	iyo uc una U	anana u	игод пененогод Бен
757160 1550160 6 155 1600	in a second fact that they have	a	NONE				
		interruption of operation by the er				o such inci	dents, enter "None")/
		operaciones por parte de los em					
			NONE				
19. Address of Order Hold se Radicó la Oferta (inclu		ephone number)/Dirección de la ()	Oficina donde 20. Name of del Represe	Local Office Representative ntante de la Oficina Local (In			
Virginia E	Employment	Commission	Lafe	Lindsey			
165 Deer F	Run Road		(434	791-5291			
Danville,							
	-5291						
21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos. Employer's Signature & Titte/ Firma y Titulo del Empleador X							
READ CAREFULLY In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job							
seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reciutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte							

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

Item 2. Directions to Work Site

1825 Crews Shop Road, Lynchburg, VA 24504

1621 Crews Shop Road, Lynchburg, VA 24504

1901 Crews Shop Road, Lynchburg, VA 24504

Start out on US-460 E. Continue to follow US-460 E. Merge onto US-460 E toward Lynchburg. Turn right onto Doss Rd, Stay straight to go onto Crews Shop Road.

Item 3. Housing

88 Lake Place, Lynchburg, VA 24504

Turn LEFT onto US-29 BR/PINEY FOREST RD. Continue to follow US-29 BR N. Merge onto US-29 N toward CHATHAM/LYNCHBURG. Merge onto US-460 E toward

CHARLOTTESVILLE/APPOMATTOX/LIBERTY UNIVERSITY. Turn LEFT onto CIRCLE DR. Turn LEFT onto WESTVIEW CIR. Turn LEFT onto LAKE PL. End at 66 Lake Pl Lynchburg, VA 24504

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Housing will be clean and in compliance with OSHA housing standards when occupied. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Housing provided will be shared facilities. In the event that a female worker is hired, separate sleeping accommodations and toilet facilities shall be provided by the employer. No tenancy in such housing is created; employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear, will be deducted from the earnings of the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

item 5. Referrals

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. After coordinating with the referral, the order holding office will refer applicant directly to the employer. Applicants are to contact Janice Guthrie at 434-993-2753, Monday through Thursday between the hours of 9:00am and 4:00 pm and on Fridays from 9:00 am until 11:00 am. Employer will interview the person for:

- 1. Availability of entire season
- 2. Have transportation to job site
- 3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

Workers hired pursuant to the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Referrals should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the immigration and Nationality Act, should report to work. Applicants referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied. Fallure to produce the required documents by end of the 3rd work day will

void % work guarantee in Item 11, Section B as well as housing benefits available to applicable employees until the required documents are produced.

Order Holding office: Virginia Employment Commission 165 Deer Run Road Danville, VA 24540 (434) 791-5291

Item 8. Anticipated Hours of Work

Worker will report to work at the designated time and place as directed by the Employer each day. The standard work week is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

10. Job Specifications

Performs any combination of following duties concerned with winter nursery work: Plants, sprays, weeds, maintains and waters plants, shrubs, and trees. Digs up shrubs and trees, and wraps their roots with burlap. Moves containerized shrubs and trees, using wheelbarrow. May fold and staple corrugated forms to make boxes used for packing horticultural products. Winter pruning of nursery stock.

Pruning: When pruning, it is vital to prune the unwanted branch while protecting the stem or trunk wood of the tree. While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from worker's wages. The supervisor will set a standard or pattern and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. Workers must remove all resulting material from the trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles.

Balled and Burlap (B&B) tree production: Workers may be required to work as operators of skid steers with tree spade attachments or haul out tines. Workers may be required to work on the ground packaging the finished root ball on a tree by stapling burlap with hog ring pliers, tying basket loops with twine, crimpling baskets with pig tail crimpers or tying branches with twine.

Bare root tree production: Workers may be required to work as operators of skid steers with bare root blade attachments. Workers may be required to work on the ground tying branches with twine or hauling trees through the field and loading them onto trucks by hand.

Loading and unloading: Workers may be required to work on flat bed trailers tyling B&B trees to the trailer with twine. Workers may be required to work loading or unloading bare root trees by hand into refrigerated trailers.

Watering: Workers may be required to water trees by hand using pumps and hoses.

Greenhouse: Plants, cultivates, and harvests horticultural specialties, such as flowers and shrubs, and performs related duties in environmentally controlled structure. Applies herbicides, fungicides, and pesticides to destroy undesirable growth and pests, using spray wand connected to solution tank. Pollinates, prunes, transplants, and pinches plants, and culls flowers, branches, fruit, and plants to ensure development of marketable products. Harvests, packs, and stores crop. May maintain and repair hydroponic and environmental control systems. May maintain and repair structures, using materials, such as corrugated fiberglass panels, lath, glass panes, and putty, and tools, such as hammer, saw, and putty knife.

General Duties: Duties performed in the field will be sporadic all through the contract due to the various duties, i.e., planting, pruning, cutting, deadheading, pinching, trimming to shape, spacing plants, fertilizing with granular or liquid fertilizer, cleaning work areas, transporting plant materials in the nursery/greenhouse areas, loading and unloading plants and all other duties associated with plant production. Workers will be

required to perform duties to prepare crops for marketing. Workers will also unload pallets from trucks or wagons into fields for transplanting. Worker may unload and restock for storage.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 6 he will forfelt the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work is performed during light rain/snow and in cold temperatures. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Workers will make fast, simple, repeated movements of fingers, hands, and wrists. Workers must be able to bend, stretch, twist, or reach out with the body, arms, and/or legs. Workers will use muscles to lift, push, pull, or carry heavy objects, such as trees or potted plants. These could/will weigh from 50 - 75 lbs. Occasionally workers will lift trees weighing up to 100 pounds. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the nursery, that is incidental to producing the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, greenhouse, cleaning and repairing buildings, seed beds, racks, grounds, operate tractor/nursery equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of Horticulture Worker II, DOT Code 405,687-014. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. Work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the manger and/or supervisor as the needs of the nursery operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

11. Wage Rates/Pay Information

Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

Instructions and general supervision will be provided by the owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of \$8.85 per. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing.

- B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the Employer's location, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October, Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee.
- C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hall, other Act of God which makes tulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.
- The payroll period shall be weekly. Workers will be paid weekly.
- E. Employer will provide a worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$8.85 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.
- F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employers shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employers will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation to the next job.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.90 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Employer. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

Other Conditions of Employment:

- A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned Employer's work rules; the Employer may make and post work rules which shall apply to this employment, the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Employer and secure permission for necessary absences. g) fails to keep up with fellow workers h) faisifying identification, personnel, medical, production or other work related records. i) falls or refuses to take a drug test. j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. This employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.
- B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.
- C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage is attached. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination
- D. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

- E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.
- F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
- G Training: There will be a three day training period starting with the first day of employment to acclimate the worker to the physical demands of nursery work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven hours will be considered one day.
- H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.
- I. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations
- J. Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.
- K. The employer as a part of positive recruitment as per 20 CFR 855.105(a) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.
- L. There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.
- M. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.
- N. SUBSTANCE ABUSE POLICY: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Fallure to comply with the request or testing positive may result in immediate termination.

*Use of the masculine pronoun herein is for convenience of reference only.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

- Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
- Use or possession of alcoholic beverages or illegal drugs is prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR IMMEDIATE TERMINATION.
- 3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30 day period. Violation will be <u>CAUSE FOR IMMEDIATE</u> <u>TERMINATION</u>. Workers must report at assigned time and place each workday as directed by the grower or supervisor. <u>WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS</u>. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
- Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
- Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
- 6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. <u>VIOLATION WILL BE CAUSE FOR IMMEDIATE</u> <u>TERMINATION</u>.
- Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
- 8. Workers may not take unauthorized breaks from work.

- Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
- 10. Workers may not enter employer's premises without authorization.
- Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.
- 12. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hours end at 12:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.
- 13. Workers may not deliberately restrict production.
- Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon <u>WILL BE SUBJECT TO</u> <u>IMMEDIATE DISCHARGE.</u>
- 15. WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.
- 16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
- 17. WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.
- Workers may not falsify identification, personnel, medical, production or other workrelated records. <u>VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.</u>
- Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.
 VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.
- 20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
- 21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. <u>VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY</u>
- 22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and The Labor Company (TLC) as soon as is reasonably possible. <u>UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.</u>
- Workers must follow supervisor's instructions.

- 24. Workers may not commit acts of insubordination failure to regard authority.
- 25. After the training period, workers are expected to posses the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
- 26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 PM on Saturday night.
- 27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

State Agency <u>V.E.C.</u>	Agencia Estatal
SUMMARY OF EMPLOYMENT CONDITIONS SF FIED ON JOB ORDER	SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SO ESPECIFICADAS EN LA ORDEN DE TRABAJO
1. Order Number: VA - 113695	1. Numero de la Orden:
2. Name of Employer: GUTHRIE NUESCRY	2. Nombra del Empleador:
3. Location of Employer and Directions: 1825 CREWS Shop Rof Rt 460 & ghywche Lywchburg, VA 24509 to Diss Ku to Char 4 1825	
4. Period of Employment: From //-/-08 To 4-30-09	4. Periodo de Empleo: DelAl
5. Work Schedule: Hours per day 5/1/hr Days per week 1/5/hrs 5/2 days per WK - 40 hrs	5. Horario del Trabajo: Horas por dia Numero de dias por semana
6. Crop and Pay: Hourly Unit of Piece Hourly Crop Wage Production Rate Wage Winks 885 Howsey 885 How May 885 How May 885	6. Cosecha y Pago: Sueldo por Unidad de Pago por Producción Unidad Calculo Anticipado del Sueldo por Hora
Bonus: W//	Pago Adicional:
Regular: Plans, Spray Dig, WROP, Move, PRUNE, BAB tree Production Operate skid Steen body, Water, Soer, Pretize	7. Labores a desempenar en el trabajo: Normales:
Alternate tasks and pay during first week in case of crop delay (see item 12) [69d & University Mucks, Nestock in Sire Stanings.	Laboras alternativas y pago por la primera semana en caso de demora en la cosacha (vease punto numbero 12):

3. Transportation provided:	8. Transportacion Proveida:
yes // no /X/	si // no //
9. Housing can accomodatenumber of people	9. Viviendas disponibles para person
individual family /	individuos / familias /
10. Meals:	10. Comidas Proveidas:
Provided: yes // no //	si // no //
If yes: Cost per day	Si son proveidas, el costo por dia sera
Workers must do their own cooking	Los trabajadores tienen que cocinar sus
yes 📈 no 🗁	comidas si // no //
11. Deductions:	11. Deducciones:
Type Amount	<u>Clase</u> <u>Cantidad</u>
Social Security XXX	Seguro Social XXX
Income Tax XXX	Impuestos Sobre Ingresos XXX
Meals	Comidas
Transportation	Transportacion
Tools & Equipment	Herramientas y Maquinarias
Crewleader charges	Sumas Cobradas por el Contratista de Trabaja-
	dores Agricolas
12. NOTES TO WORKER	12. NOTAS PARA EL TRABAJADOR
A copy of the full job order is available for inspection in this office.	e Una copia de la orden completa esta dispo: en esta officina para su inspeccion.
The employer has quaranteed your first week's wages unless he notifies the Job Service of a later starting date by 10-10-08. In order for you to be eligible for this quarantee, you must contact the Job Service office at	El empleador ha garantizado el pago cor su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la fec de comenzar a trabajar sera atrasada, y que tal notificacion sea a mas tardar el Para que Ud. pueda ter derecho a esta garantia de pago, tendra que comunicarse con la Officina del Servicio de
Vikornia Employmed Commission 165, Deer Row Ref - P.O. Bex 11087 Donville, VA 24541	Empleos en el
during the period of 10-30-08/10-24-03 Any Job Service office will assist you is	durante el periodo del al
doing this. V.E.C. 434-791-629/- MR.L. LINOSE	

International......703-836-2121

Global Impact......703-717-5200 Or800-836-4620 TTY/TDD.....800-211-7996

Community & Human Service Organizations

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1	National Council for	Harrisonburg Redevelopment &	COUNSELING SERVICES
	Adoptions703-299-6633	Housing Authority 540-434-7386	A Center for Adult, Family &
	Or 866-212-3678	Henry-Martinsville	Career Counseling 703-273-9216
	Naval Sea Cadet Corps 703-243-6910	Social Services276-656-4300	Advanced Behavioral
	Newborns In Need, Inc 417-967-9441	Hispanic Committee of	Solutions, P.C434-295-0119
	Orphan Foundation of	Virginia	Or804-270-7477
- j	America	Housing Opportunities Made	Albemarle Counseling Associates,
	Or800-950-4673	Equal Inc. (HOME) 804-354-0641	PLLC 434-978-3900
	Sexual Minority Youth Assistance	TTY	Center for Brief
	League	Human Rights Campaign ACS	Counseling 540-548-1771
	TTY202-544-7769 Thursday's Child National Call Center	Human Services Department,	Center for Pastoral Counseling of
	for At-Risk Youth 800-872-5437	City of Dansville 434-799-5232	Virginia703-903-9696 Or800-903-9696
	101 11-1032 10431	Kingsway Prison & Pamily	Chrysalis Counseling Centers,
	CAMBIESPEV/CAPIAL/	Outreach 540-433-5658	PC703-330-3311
	COMMUNITY/SOCIAL/	Loudoun County Department of	Or540-727-0770
٠,	HUMAN SERVICES	Social Services703-777-0353	Counseling Services of
	ASALH (Association for the Study of	Loudoun Workforce Resource	Vienna 703-242-2313
	African American Life and	Center703-777-0150	Falls Church Center for
Ž	History) 202-865-0053	Lutheran Social	Counseling
	ASPIRA Association,	Services 202-723-3000	Family Focus Counseling
	Inc	March of Dimes Resource	Services 540-349-4537
Ý	Inc703-425-9200	Center	Family Therapy Associates, Inc.
d	Adoption Service Information	Mission Center, The 276-632-0550	Annandale703-256-4586
d.	Agency301-587-7068	National Fraud Information	Fairfax City703-691-8572
	Arc of Central Virginia,	Center	Generations Counseling &
	The 434-845-4071	No Greater Love	Consulting, LLC
Š	Arlington County Department of	Patrick County Department of	Korean American Family Counseling Center
	Social Services	Social Services 276-694-3328	Or
1	Or703-228-1350	Reading is Fundamental,	Linda Giles, Licensed Professional
1	TTY/TDD703-228-1598	Inc202-673-1641	Counselor
	Barker Foundation & Adoption	Or877-743-7323	Piedmont Community
i	Services, The	Reston Interfaith 571-323-9555	Services276-632-7128
	Bikes for the World 703-525-7417 Or 703-525-0931	Salvation Army, The 540-373-3431	Professional Counseling Center, Inc.,
	Boat People S.O.S., Inc 703-538-2190	Shenandoah Valley Sex Offender	The 703-435-2273
4	Christian Counseling and Training	Treatment Program 540-434-1730	Purceliville Counseling
	Center, Inc	Social Security Administration	Center540-338-8000
	Or804-357-9968	Southeast Crisis Pregnancy	
500	Consumer Product	Center	EMERGENCY ASSISTANCE/
	Hot Line800-638-2772	Twice Is Nice Thrift	CRISIS INTERVENTION
	TTY800-638-8270	Shop434-293-8319	Chatham Rescue Squad
	D.C. Child & Family Services	United Palestinian Appeal,	Inc434-432-8827
1	Agency202-442-6000	Inc202-659-5007	Child Find of America
ÿ	Or	Or800-892-6183	To Locate Missing
, };	Daily Planet	United Way of Danville-Pittsylvania	Children
	Habitat for Humanity 434-793-3630	County434-792-3700	Parental Abduction Mediation
Č	Ethiopian Community	United Way of Prince William	Danville Life Saving &
p.	Center, Inc	County	First Aid Crew, Inc 434-792-2739
	Fund for Education and Training	Virginia Community Action Partnership	National Center for Missing & Exploited
Ü	(FEAT), The 202-483-2220	Washington Coalition for Comfort	Children800-843-5678
Ċ	Freedom Outreach	Women Issues, Inc 703-560-7866	National Center for Victims of Crime
,	Center757-380-6126	YWCA USA 202-467-0801	Abuse & Domestic Violence, Rape,
	Gifts In Kind		Information & Referral 800-394-2255
. *	International 703,936,2121		7777/700 906.311.7664

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Community & Human Service Organizations

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For organizations not listed, please consult the Yellow Pages of this directory.

ABUSE/VICTIMS' SERVICES

AIDS/HIV SERVICES

National Association of People with AIDS (NAPWA) 240-247-0880

ANIMAL SERVICES

ranciican numane	
Association	. 703-294-6690
Animal Welfare	
Institute	. 703-836-4300

Bedford County Animal Shelter 540-586-7690 EL.A.G. (For the Love of Animals in Goochland)......804-342-6975 Fluvanna County SPCA... 434-591-0123 Henry County Animal Control 276-656-4266 Or 276-638-8751 Humane Society of Fairfax County, Inc......703-385-7387 SPCA, Inc.......703-522-7920 Washington Animal Rescue League, The 202-726-3012 Or 202-726-2556 Wildlife Rescue League ... 703-440-0800 Or703-391-8625

CHILDREN/YOUTH SERVICES Alternative House........ 703-356-6360

Or 703-506-9191

America's Promise-The	Alliance for
Youth	703-684-4500
Or	
Big Brothers Big Sisters.	757-253-0676
Boys & Girls Club of	
Danville	434-792-6617
Or	

CASA of Greater Prince William 703-330-8145 Camp Fire USA 202-347-2003 Children's Defense Fund 202-628-8787 Children's Environmental Health Network...... 202-543-4033 Children's Mercy Fund... 703-519-8666 Classical Ballet Academy of Northern Virginia 703-471-0750 Community Attention ... 434-970-3353 Families for Russian and Ukrainian Farm Safety 4 Just Kids... 800-423-5437 For The Children-Partners in Prevention, Inc...... 276-638-4673 Or276-638-1146 Franklin County School Board 540-483-5138 Girl Scout Commonwealth Council of Virginia 804-746-0590 Joint Action in Community Service, Inc. (JACS) 202-537-0996 Or 800-522-7773 Justice for Children-DC ... 202-462-4688 Or202-667-1160